

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 50	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-01-R-0055		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 05 Jun 2001	6. REQUISITION/PURCHASE NO. 17172030	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK PHILADELPHIA NAVAL BUS CTR CODE 3353, ROBERT COLOT 5001 SOUTH BROAD ST PHILADELPHIA PA 19112-1403 NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>16 00</u> local time <u>05 Jul 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ROBERT R. COLOT		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 215-897-7060		C. E-MAIL ADDRESS ColotRR@nswccd.navy.mil	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Joint Modular Lightering System (JMLS) Winch in accordance with Section C	1	Each		
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Technical Data in accordance with Exhibit A, Contract Data Requirements List (DD Form 1423)	1	Lot		XXX
0002AA	Winch Foundation, Brake, Drum Ratchet & Pawl Test Report in accordance with Sequence No. A001		1 Lot		NSP
0002AB	Gypsy Service Brake Test Report in accordance with Sequence No. A002		1 Lot		NSP
0002AC	Winch Drum Brake Test Report in accordance with Sequence No. A003		1 Lot		NSP
0002AD	Hydraulic Piping and Tubing Test Report in accordance with Sequence No. A004		1 Lot		NSP
0002AE	Hydraulic Hoses Test Report in accordance with Sequence No. A005		1 Lot		NSP
0002AF	No-Load Test Report in accordance with Sequence No. A006		1 Lot		NSP
0002AG	Dynamic Overload Test Report in accordance with Sequence No. A007		1 Lot		NSP
0002AH	Rated Load Test Report in accordance with Sequence No. A008		1 Lot		NSP
0002AJ	Service Brake Failsafe Test Report in accordance with Sequence No. A009		1 Lot		NSP
0002AK	High Speed Test Report in accordance with with Sequence No. A010		1 Lot		NSP
0002AL	High Speed Test Duty Cycle Report in accordance with Sequence No. A011		1 Lot		NSP
0002AM	Hydraulic Power Take-off Test Report in accordance with Sequence No. A012		1 Lot		NSP
0002AN	Endurance Test Report in accordance with Sequence No. A013		1 Lot		NSP
0002AP	JMLS Drawings and Specifications in		1 Lot		NSP

accordance with Sequence No. A014

0002AQ	JMLS Technical Manual in accordance with Sequence No. A015	1 Lot	NSP
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SECTION C Descriptions and Specifications

STATEMENT OF WORK FOR MANUFACTURING JOINT MODULAR LIGHTER SYSTEM (JMLS) WINCH

Item 0001

1. The Joint Modular Lighter System (JMLS) Winch shall be manufactured in accordance with the following JMLS winch specifications and features and the Quality Assurance requirements and Special Notes enclosed, herein.
2. The Joint Modular Lighter System (JMLS) Winch Assembly will adhere to the following specifications and features:
 - 2.a. The Joint Modular Lighter System (JMLS) Winch Assembly is comprised of the foundation, engine, hydraulic transmission, drums, gypsy, control station and service brakes assemblies. All assemblies are mounted on the foundation. The winch is self powered via the diesel engine and incorporates all necessary controls and auxiliaries.
 - 2.b. The Winch assembly weight shall be less than 18,000 lbs including fluids and wire rope. Weight less than 18,000 lbs is desirable.
 - 2.c. The Winch assembly (one drum loaded/operated) shall be rated at 30,000 lbs line pull at 50 ft/min (minimum) at the average layer and 2,500 lbs (minimum) line pull at 250 ft/min (minimum) at the average layer.
 - 2.d. The Winch assembly (both drums loaded/operated simultaneously) shall be rated at 30,000 lbs line pull at the average layer, each drum simultaneously operated at a reduced speed not exceeding available horsepower of the engine or transmission.
 - 2.e. The Winch assembly shall be capable of hoisting and lowering an overload equal to 150% rated load at the slowest speed achievable at the average layer.
 - 2.f. The Winch assembly shall also have the capability to freefall both drums independently should the prime mover or hydraulic transmission fail. A means shall be provided to slow and stop drum rotation during freefall. The drum shall be capable to freefall with a 1,500 lb load on the wire rope.
 - 2.g. The Winch assembly gypsy shall be rated at 3,500 lbs line pull at 80 ft/min and can be overloaded to 5,000 lbs line pull at the slowest achievable speed.
 - 2.h. The duty cycle of the winch shall be two 10 hour shifts per day with at least 50% of the operating time at rated load.
 - 2.i. The Winch assembly shall be approximately or less than 13 ft long and 7 ft wide. The winch assembly with all components mounted shall be less than 4 ft 6 in high from the deck. It is desirable for the height to be less than 4 ft 6 in from the deck.
 - 2.j. All surfaces for standing/walking shall incorporate non-skid material.
 - 2.k. Material/coatings/paint must be compatible with sea environment. Exposed components fabricated from steel must be primed and painted with high ratio water based inorganic zinc based paints with the exterior color haze or machinery gray.

2.l. Components shall be arranged for easy access to adjustable components. Preventive maintenance or periodic corrective maintenance shall not require removal of other components prior to conducting maintenance.

2.m. The winch must operate in sea state three (3) and survive in sea state four (4). The unit must start and operate with ambient air temperatures between -20 and 120 degrees F with weather conditions including 30 knot wind, rain, sleet, hail or snow.

2.n. Noise shall be limited to 84 dB or lower at the winch control station when the winch is operated at the rated load and rated speed.

2.o. Components shall be arranged for easy access to adjustable components. Preventive maintenance or periodic corrective maintenance shall not require removal of other components prior to conducting maintenance.

2.p. All electrical/electronic systems will incorporate Radio Frequency Interference/Electro-Magnetic Interference protection to commercial standards.

3. The Joint Modular Lighter System (JMLS) Winch foundation will adhere to the following specifications and features:

3.a. The Joint Modular Lighter System (JMLS) Winch foundation shall be a single structure allowing for mounting of all winch assembly components and assemblies.

3.b. The foundation's structural integrity shall be designed within normal structural factors of safety while supporting 200% rated load at the average layer on each drum simultaneously. The foundation shall be designed to support a load applied to one drum at the average layer to the breaking strength of the wire rope (159,800 lbs).

3.c. A minimum of eight bolt holes shall be provided in the foundation base for mounting. The foundation shall be designed to contain any catastrophic oil/fuel spillage. The foundation shall incorporate 4 lifting padeyes for hoisting from an overhead position.

4. The Joint Modular Lighter System (JMLS) Winch engine will adhere to the following specifications and features:

4.a. The Joint Modular Lighter System (JMLS) Winch engine shall be mounted directly to the winch foundation and shall drive the winch transmission. The engine output shaft shall be coupled directly to the pump. All operator controls shall be located on the winch control station.

4.b. Engine rating. The rated brake horsepower (bhp) output of the engine equipped with standard accessories shall be equal to or exceed the full power input requirement of the SLWT winch. Standard accessories shall include lube and fuel oil pumps, jacket and sea water pumps and charging alternator.

4.b.1 Engine rating condition. The brake horsepower (bhp) output of the engine shall be rated under the following ambient and fuel conditions:

- i. Ambient temperature: 120 °F
- ii. Relative humidity: 100 %
- iii. Barometric pressure: 29.6 in. Hg
- iv. Fuel: JP-5 (MIL-T-5624/NATO F-44)
- v. Fuel temperature: 100 °F

4.b.2 Overload capability. The engine must be capable to operate momentarily at 110 percent overload condition.

4.b.3 Duty cycle. The duty cycle of the engine shall be two 10 hour shifts per day with at least 50% of the operating time at rated load.

4.c Service history. The engine proposed shall be a current production model. The engine model must have a total of at least 25,000 documented operating hours on ten to fifteen engines having output rating greater than or equal to the 100-percent rated bhp.

4.d Operating condition. The engine shall operate under a combined worst case scenario of the environmental condition specified herein.

- i. Wind gusts up to 30 knot, rain, sleet, hail, snow and salt spray
- ii. Sea condition up to sea state 5
- iii. Ambient temperature: -20 to 120 °F
- iv. Relative humidity: 0 to 100%

4.e Fuel usage requirement. The engine shall operate without the addition of fuel lubricity additives when fueled separately with the following fuels:

- i. JP-5 (MIL-T-5624/NATO F-44)
- ii. JP-8 (MIL-T-83133/NATO F-34)
- iii. Naval Distillate (MIL-F-16884/NATO F-76)
- iv. DF-2 (VV-F-800)
- v. DL-A, DL-1&DL-2 (VV-F-800)

4.f. Cold weather starting. The engine shall start at -20 °F ambient temperature condition.

4.g Electric system. The engine electrical system shall be a 24 volt system.

4.g.1 Starting system. The starting system shall be a 24 volt electrical type. It shall consist of a starting motor, alternator and battery.

4.g.2 Jump start capability. Provision shall be furnished to enable the engine to supply 24 volt electrical power to jump start other diesel engines equipped with a 24 volt starting system or to be jump started from another 24 volt power source. The design shall include MS52131-1 type NATO electrical receptacle connectors, disconnect and water-tight enclosure.

4.h. Fuel system. The fuel system shall include a fuel-water separator with water sensor and priming pump.

4.h.1 Fuel tank. The fuel storage tank shall be fabricated from type 316 stainless steel conforming to ASTM A351 and shall be sized to allow the engine to operate at the rated output under the specified ambient and fuel requirement for minimum of 14 hours without refueling.

4.h.2 Fuel supply temperature. Fuel supplied to the engine pump inlet shall not exceed 100 °F.

4.i. Speed regulation. Speed-regulating governor shall be a variable speed type. Speed regulation shall be better than 0.5% of rated speed for the entire speed/load range.

4.j. Exhaust system. External exhaust system component surfaces shall be water-cooled or insulated. No asbestos insulating products or materials shall be used.

4.k. Crankcase ventilation. The engine shall be furnished with a close-loop crankcase ventilation system.

4.l. Engine control. Controls for starting, stopping and regulating speed shall be provided at local operating station and winch control console.

4.l.1 Emergency shutdown. Engine shall have a mechanically actuated emergency shutdown device operable by a pull cable.

4.m. Instrumentation. At a minimum gauges for indicating engine rpm, lube oil pressure and jacket water temperature shall be provided at the local operating station and winch control console.

4.n. Alarm. Low engine lube oil pressure and high engine jacket water temperature alarm shall be provided at the winch control console.

4.o. Airborne noises. Airborne noise level emanating from the engine for the entire speed/load range shall be no more than 84 db at the winch control console.

4.p. Exhaust Emission. Engine exhaust emission shall comply with IMO-MARPOL Annex VI regulation.

4.q. All electrical/electronic systems will incorporate Radio Frequency Interference/Electro-Magnetic Interference protection to commercial standards.

5. The Joint Modular Lighter System (JMLS) Winch hydraulic transmission will adhere to the following specifications and features:

5.a. The hydraulic transmission includes all the hydraulic components including pumps and motor and valves. The pump/s shall be driven by the engine via a shaft coupling. The hydraulic pumps will hydraulically drive the hydraulic motors via valves and piping. The motor shall drive the drums via a reducer (if used). Controls for the valves and or pumps and motors shall be located on the control station. The transmission will also include a hydraulic power take off which shall control the A-frame and other auxiliary equipment via valves.

5.b. The Hydraulic Power Take-off connections shall be 3/4 NPT quick connect type with double shutoff. Flow through the power takeoff will be controlled by valves. The power take-off shall include one supply and one return connection.

5.c. Hydraulic fluid and seals shall be compatible with MIL-H-6083. All hydraulic piping/tubing shall be stainless steel with o-ring face seal type fittings. Flexible hose and reusable flexible hose fittings may be used where flexibility is needed. Adapters shall be straight thread o-ring type.

5.d. All fluid entering/leaving the hydraulic reservoir shall be filtered. Filters shall incorporate filter indicators protected from the weather, utilize non-cleanable elements and incorporate a filter bypass.

5.e. Gauges shall be provided for hoist pressure, sump temperature, and sump level configured for in-place calibration. Hydraulic gauge ports needed for valve setting shall use stainless steel high pressure test port quick couplings/adapters/micro hose.

6. The Joint Modular Lighter System (JMLS) Winch drum assemblies will adhere to the following specifications and features:

6.a. The Joint Modular Lighter System (JMLS) Winch drum assemblies include the forward and aft drums and various subassemblies such as clutches(if used), drum brakes (if used) and pawl assemblies. The winch drum shall be connected to the wire ropes which are connected to the various loads. The wire rope induced load shall be applied 0 and 15 up degrees (ccw) from horizontal and forward on the forward drum and 0 degrees from the horizontal and aft for the aft drum. The drums shall be inline.

6.b. The drum assembly component's such as clutches (if used), drum brakes (if used) and pawl assemblies structural integrity shall be designed within normal structural factors of safety while supporting 200% rated load at the average layer on each drum.

6.c. Drum assembly components which are directly loaded due to forces applied by the wire rope such as the drum/drum shaft, drum frame, foundation/drum frame hardware shall be designed to support a load up to the breaking strength of the wire rope (159,800 lbs).

6.d. The drums will be grooved using 6 x 19 right regular lay wire rope, 1-1/4 inch diameter Extra Improved Plow Steel (EIPS) Filler Wire construction, IWRC with a swaged thimble eye end fitting. Each drum shall accommodate 1,000 ft of wire rope. Wire rope drum width shall be maximum for in-service fleet angle fairlead sheaves forty (40) feet away to minimize layers. Drum outer flange diameter shall be increased 6 inches beyond full drum.

6.e. Drum brakes (if used) must hold 150% rated load at the average layer statically. Any external braking surface material shall be corrosion resistant.

6.f. The drums shall be driven by a hydraulic transmission via a reduction gear (if used). The drums will incorporate shafting, clutches and drum brakes bushings and bearings as required to achieve the winch assembly static and dynamic ratings.

7. The Joint Modular Lighter System (JMLS) Winch gypsy will adhere to the following specifications and features:

7.a. The winch gypsy is used in conjunction with the A-frame and the forward drum. The line is fairlead forward and may be used to assist the A-frame during load positioning.

7.b. The gypsy shall be rated at 3,500 lbs line pull at 80 ft/min and can be overloaded to 5,000 lbs line pull at the slowest achievable speed and shall be designed to support a load up to the breaking strength of the rope (50,400 lbs).

7.c. The gypsy shall be driven by a hydraulic/mechanical transmission. The gypsy head must allow at least 5-wraps with a 4-inch circumference line. The gypsy must be capable of being fairlead forward with no interference to the line, gypsy line operator, the control operator/station, and forward drum.

8. The Joint Modular Lighter System (JMLS) Winch control station will adhere to the following specifications and features:

8.a. The winch control station incorporates all controls and indicators and alarms for use by the winch operator. Separate controls shall allow the operator to select each drum, gypsy and power take-off independently or simultaneously. The operator shall be able to select a high speed during light load conditions.

8.b. The control station shall be arranged to provide simple operation/monitoring by one operator. Winch drums, gypsy and Power Takeoff controls shall be provided. Each control shall be capable of manual operation upon electrical power (if used) loss. Controls shall be provided to control the engine, both drums and gypsy individually or both drums simultaneously. All controls shall be failsafe type, ergonomic design, suitable for all weather conditions, labeled for each basic function. Sufficient lighting shall be provided to allow night operations safely. Controls shall be provided for the Power Takeoff to direct pump flow to and from an external unit up to the flow provided to drive one drum during rated load/rated speed operation.

8.c. Alarms/indicators shall be provided to warn operator of significant control failures.

8.d. Controls/valves shall be provided to allow the operator to select a high speed range.

8.e. Gauges shall be provided for hoist pressure, sump temperature, and sump level. Pressure gauges should be configured for in-place calibration. Hydraulic gauge ports needed for valve setting shall use

stainless steel high pressure test port quick couplings/adapters/micro hose. The hoist pressure gauge must be located on the control station.

8.f. A cover shall be provided to reduce exposure of controls and indicators to the weather when not in use. Operation label plates and cold start procedures shall be mounted on winch assembly.

8.g. The cover will be arranged to minimize interference especially to operator vision.

9. The Joint Modular Lighter System (JMLS) Winch service brakes will adhere to the following specifications and features:

9.a. Service brakes shall stop and hold loaded drums. The service brake will set automatically upon loss of hydraulic control or an engine failure.

9.b. Service brakes shall hold 200% rated load at the average layer.

9.c. Service brakes must stop and hold 150% rated load at the average layer at the slowest possible speed.

9.d. Service brakes must set automatically if the control handle is released or the prime mover is stopped.

10. The Joint Modular Lighter System (JMLS) Winch logistics will include following specifications and features:

10.a. All Joint Modular Lighter System (JMLS) Winch drawings/figures shall be provided in AutoCad format.

10.b. The Joint Modular Lighter System (JMLS) Winch Technical Manuals shall include a description of the various winch components, operational information, functional information including mechanical, electrical and hydraulic system/components, preventive and corrective maintenance procedures, and parts information including figures locating parts and corresponding parts lists with OEM/part numbers.

10.c. Engine and Winch Specification Data.

10.d. Engine Performance and Fuel Consumption curve.

10.e. Engine and Winch Installation Drawings.

10.f. Detailed description of each of the winch and engine subsystems.

10.g. Winch and Engine Maintenance/Service Manuals.

10.h. Winch and Engine Maintenance Schedules.

10.i. Recommended list of spare parts.

10.j. Logistic and technical support availability.

10.k. Number of engines of the proposed engine model in service.

10.l. Previous government contracts of the proposed engine model in the winch application.

10.m. Past experience of the proposed winch assemblies and engines of the same family with similar rating and application including details of system, quantity sold, cost and customer.

11. The intended use for the Joint Modular Lighter System (JMLS) Winch, is to provide hoisting and anchor handling capabilities on the JMLS warping tug. The JMLS warping tug is used in support of Strategic Sealift Logistics Over-the-Shore (LOTS) and Joint Logistics Over-the-Shore (JLOTS) operations. The winch assembly shall be mounted on a single foundation, and shall be diesel

driven with hydraulically powered drums. The forward drum wire rope shall be rigged through an A-frame for lifting and retrieving purposes at the bow. The aft drum shall be rigged to an anchor on the stern for warping and positioning. The gypsy is primarily used in conjunction with the A-Frame. The winch will also include a hydraulic power take off to supply pressurized fluid to the A-frame hydraulic cylinders. The winch will be positioned along the tug's centerline (forward/aft). The Joint Modular Lighter System (JMLS) Winch Anchor weight is 2,500 lbs.

12. The contractor is responsible to perform or show evidence of the following performance tests to the Joint Modular Lighter System (JMLS) Winch. The Performance Testing Static tests will include:

12.1 Winch Foundation, Service Brake, Drum Ratchet and Pawl Test.

- a. Install a test wire rope to each winch drum at the average layer.
- b. With the pawls of both drums engaged, disengage the drum clutches (if applicable) and release the service and drum brakes (if applicable) on both drums. Transfer a test load of 200 percent of drum rated load to the test wire on each drum at the average layer. The loads must be held 10 minutes.
- c. With the loads removed, engage the drum clutch and haul-in winch to disengage the pawl.
- d. Apply a test load of 200 percent of rated load to a winch drum. The brake shall not be temporarily adjusted solely to hold the test load. The load must be held without slipping for 10 minutes. Repeat for second drum.

12.2 Gypsy Service Brake Test (if applicable). For electric gypsy the head shall be wrapped with the test wire and tested to 200 percent of the gypsy winch rated load. The brake shall not be temporarily adjusted solely to hold the test load. The load must be held without slipping for 10 minutes.

12.3 Winch Drum Brake Test (if applicable).

- a. Rig test wire from the average layer and fairlead through normal rigging to the load source. Disengage the drum clutch (if applicable) and set the drum brake fully.
- b. Transfer a test load of 150 percent of the drum rated load to the test wire. The load must be held without slipping for 10 minutes.

12.4 Hydraulic Piping and Tubing. Hydrostatically test, clean, and preserve repaired, modified or newly fabricated piping and tubing assemblies in accordance with applicable commercial specifications.

12.5 Hydraulic Hoses. Hydrostatically test, clean, preserve, and tag hoses per applicable commercial specifications.

12.6 NO-LOAD TESTS. Conduct these tests separately on each drum and gypsy.

- a. While operating the equipment during the no-load tests, check the service brake operation. Verify that the brake releases fully.
- b. Disengage the drum clutches (if applicable), and lightly set the drum brakes.(if applicable)
- c. Verify that the control handle is in the center position. Start the winch engine.
- d. Slowly stroke the control handle to half speed in the payout direction. Verify that the main shaft rotates in the payout direction. Return to the center and repeat for haul-in.
- e. Continually stroke the control alternately in haul-in and payout directions for 1 hour with at least 1/2 the time at full speed.
- f. Verify that the pressures do not drop during the tests. Verify that the gearing or hydraulic transmission is not excessively noisy or vibrating. Verify no oil leakage occurs.
- g. Check that the service brake releases and sets properly.

12.7 DYNAMIC OVERLOAD TESTS

- a. Ensure that the test load is within 3 percent of the calculated value.
- b. Ensure that the wire meets commercial inspection criteria and that the test load does not exceed 40 percent of the rated minimum breaking strength.
- c. Rig a test wire from the average layer to the test load.
- d. Slowly command the winch to haul-in, and verify that the winch lifts the load. Once the load is lifted clear of the deck, stop the winch, and verify that the brake sets and holds the load without dropping. Cycle the test load five times in accordance with the following table (conduct this test at low speed):

Dynamic Overload Test Load Duty Cycle Operation Distance or Time
Hoist Five foot minimum
Stop 20 seconds
Lower Five foot minimum
Stop 20 seconds

12.8 RATED LOAD TESTS

- a. Conduct rated load tests of winches from the winch average layer
- b. Ensure that the tolerance on test loads is within 3 percent of the calculated values.
- c. Cycle the test load at rated speed 50 fpm for 30 minutes in accordance with the following table:

Rated Load Test Duty Cycle Operation Distance or Time
Hoist 20 foot minimum
Stop 20 seconds
Lower 20 foot minimum
Stop 20 seconds

Gypsy Winches

- a. Apply the rated test load to the first wrap of the gypsy head.
- b. Use either manila or synthetic line to test gypsy heads and rig this line to the test load.
- c. Cycle the test load at rated speed 80 fpm for 30 minutes in accordance with the following table:

Rated Load Test Duty Cycle Operation Distance or Time
Hoist 10 foot minimum
Stop 20 seconds
Lower 10 foot minimum
Stop 20 seconds

12.9 Service Brake Failsafe Test.

- a. Rig a test wire from the average layer to the test load (rated load).
- b. Raise the test load approximately 5 ft.
- c. While lowering the test load slowly, deenergize the engine. The brake should set and hold.

12.10 High Speed Test.

- a. Rig a test wire from the average layer to the test load (2,500 lbs).
- b. Set the control to high speed (if applicable).
- c. Slowly command the winch drum to haul-in, and verify that the winch lifts the load at 250 fpm. Cycle the test load five times in accordance with the following table (conduct this test at low speed):

12.11 High Speed Test Duty Cycle Operation Distance or Time

Hoist 20 foot minimum
Stop 20 seconds
Lower 20 foot minimum
Stop 20 seconds

12.12 Hydraulic Power Take-off test.

1. Connect a 3 foot long cylinder to the supply and return ports beyond the power take-off control valve.
2. Verify the hydraulic power take-off provides adequate flow at the minimum pressure by stroking the control handle to 50% of full speed and verify test cylinder strokes at proper rate smoothly.

3. When cylinder is at its stop, verify system pressure is adequate.
4. Cycle cylinder 5 times at full speed and verify proper operation from full retracted position to fully extended position.

12.13 Endurance Test

- a. Start the winch engine.
- b. Connect a test wire a winch drum at the average layer.
- c. Every two minutes lift a test load as follows:

Endurance Load Test Duty Cycle Operation Distance or Time

Hoist 20 foot minimum

Stop 20 seconds

Lower 20 foot minimum

Stop 20 seconds

Vary load from 500 lbs to 30,000 lbs at random while varying speed from 0 to maximum in 20% of full speed increments.

- d. Conduct test for 3 hours monitoring all temperature gages, engine and winch gauges, fluid levels and pressures during all lifts.

QUALITY ASSURANCE REQUIREMENTS

1. The contractor shall provide and maintain an effective inspection system acceptable to the Government covering the supplies furnished hereunder. A current written description of the system shall be submitted for review and subject to disapproval, to the Carderock Division Naval Surface Warfare Center, Code 9731, Building 4, 5001 S. Broad St., Philadelphia, PA 19112, Attn: Joseph Hoot, upon a contract award.

- a. The inspection system shall also include the following:

(1) Calibration System.

(2) Controls to assure sub-contractors comply with proper procedures.

2. The following procedures shall be furnished by the contractor to Carderock Division, Naval Surface Warfare Center for review and subject to disapproval. Each procedure shall contain as a minimum, but shall not be limited to the following:

- a. A manufacturing plan giving sequence of operations and inspections.
- b. An assembly and test procedure. This document shall contain as a minimum:

- (1) Step by Step Assembly Method.
- (2) Inspection Requirements.
- (3) Assembly Requirements.
- (4) Inspection Recording.

(5) Packaging and Shipment.

3. This contract shall not be considered complete unless all documents and items required to be delivered under this contract are received and determined to be acceptable by NSWCCD, Code 9731.

4. Unless otherwise specified, the supplier is responsible for the performance of all inspection requirements as specified herein. The Government reserves the right to perform any of the inspections set forth in the above requirements where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.

5. The sole responsibility for successful performance of the Joint Modular Lighter System (JMLS) Winch under this solicitation, including using substitute material to meet Carderock Division, Naval Surface Warfare Center Specifications, lies with the contractor.

6. Requests for engineering changes, waivers or deviations, shall be submitted in accordance with MIL-STD-973 using Form DD 1694.

SECTION D Packaging and Marking

PACKAGING AND MARKING**ITEM 0001**

1. A serial letter shall be assigned to The Joint Modular Lighter System (JMLS) Winch under Item 0001.
2. The Joint Modular Lighter System (JMLS) Winch shall be serialized as follows:
 - a. Item 0001 shall be serialized: **LDS-1**
3. The Joint Modular Lighter System (JMLS) Winch assembly to be furnished under Item 0001 shall be shrink wrapped and packaged accordingly.
4. The contractor will provide an identification plate. The plate shall have The Joint Modular Lighter System (JMLS) Winch serial number (LDS-1) and manufacturer's identification number if applicable. The contractor shall securely affix the plate to the winch in a safe location using brass screws and/or bolts not less than 1/8" inch in diameter. The lettering "Joint Modular Lighter System (JMLS) Winch" shall be inscribed on the top of the identification plate.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

INSPECTION AND ACCEPTANCE

1. The Contractor is required to perform all inspection to ensure the quality of finished items and for inspection and test equipment necessary to ensure that results of inspections or tests are accurate.
2. Inspection of the supplies or service to be furnished hereunder shall be made by representatives of Naval Surface Warfare Center, Carderock Division (NSWCCD) at the contractor's or subcontractor's plant (source).
3. Due to the critical nature of this material, a representative of NSWCCD, Code 9731, is available to furnish technical assistance on Quality Control matters and shall have the option of conducting Quality Assurance surveillance. This requirement will be performed in conjunction with the contractor's Quality Assurance Representative and does not abrogate the authority or responsibility of the latter. The contractor agrees to notify the Director, Code 97, Naval Surface Warfare Center, Carderock Division, Philadelphia, PA 19112-1403, when the material will be given final inspection. In order to afford NSWCCD Representative the option of being present during the inspection, a minimum of seven (7) working days is required to arrange such a visit.

FINAL ACCEPTANCE

ITEM 0001

For Item 0001, final acceptance will be performed at the contractor's facility. NSWCCD representatives in conjunction with contractor's representatives will be present to perform final acceptance. The contractor shall notify NSWCCD representatives at least seven (7) days prior to final inspection and packaging of the Joint Modular Lightering System (JMLS) Winch. All contractor Quality Assurance Requirements contained herein shall also be made available to the aforementioned Government representatives. The Joint Modular Lighter System (JMLS) Winch shall not be packaged until NSWCCD representative accepts the Joint Modular Lighter System (JMLS) Winch. In addition, the shrink wrapping shall not be accomplished until a NSWCCD Code 9731 representative inspects the packaging. Barring unforeseen circumstances, the NSWCCD representative will require a minimum of two (2) working days to complete the final inspection and acceptance at the contractor's facility.

The contractor shall establish a final inspection system or quality program. The contractor's inspection system program implementation procedures and inspection records shall be subject to review by the government. The contractor shall insure that the purchases from the vendors and subcontracted work are controlled. The inspection set forth in this specification shall become a part of the contractor's overall inspection and quality program. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility for assuring that the product or supplies submitted to the government for acceptance comply with all requirements of the contract.

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

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Place of Delivery

Item 0001 shall be delivered to the following location:

Naval Surface Warfare Center, Carderock Division
Naval Ship Systems Engineering Station (Bldg. 1000)
5101 South 18th St.
Philadelphia PA, 19112-1403
Attn: Code 9731

Item 0002

The technical data shall be furnished as called for in DD Form 1423 (Exhibit A).

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Item No. 0001

Within 120 Days After Date of Contract

Item No. 0002

In accordance with Contract Data Requirements List, DD Form 1423 (Exhibit A)

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days After Date of Contract	Item No.	Quantity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☒ a separate invoice for each activity designated to receive the supplies or services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

* Check applicable procedure.
(End of clause)

SECTION H Special Contract Requirements

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-19	Child Labor--Cooperation with Authorities and Remedies	FEB 2001
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor	MAY 1999

	Registration	
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-24	Limitation Of Liability-High Value Items	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	APR 2000
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

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52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause,

the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest

penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided

such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-17 SPECIAL TOOLING (APR 1984) (DEVIATION)

(a) Definition. "Special Tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, that are of such a specialized nature that without substantial modification of alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the Schedule of this contract.

(b) Use of special tooling. The Contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.

(c) Initial list of special tooling. If the Contracting Officer so requests, the Contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.

(d) Changes in design. Changes in the design or specifications of the end items being produced under this contract may affect the interchangeability of end item parts. In such an event, unless otherwise agreed to by the Contracting Officer, the Contractor shall notify the Contracting Officer of any part not interchangeable with a new or superseding part. Pending disposition instructions, such usable tooling shall be retained and maintained by the Contractor.

(e) Contractor's offer to retain special tooling. The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraphs (c), (d), or (h) of this clause. The Contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the items were used or designed. The offer shall be made on one of the following bases:

(1) An amount shall be offered for retention of the items free of any Government interest. This amount should ordinarily not be less than the current fair value of the items, considering among other things, the value of the items to the Contractor for use in future work.

(2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the Contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.

(f) Property control records. The Contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the Contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.

(g) Maintenance. The Contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the Contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under paragraph (i)(4) of this clause. The Contractor is not required to keep unneeded items of special tooling in place.

(h) Final list of special tooling. When all or a substantial part of the work under this contract is completed or terminated, the Contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The Contracting Officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract together with the completion of other contracts and subcontracts authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).

(i) Disposition instructions. The Contracting Officer shall provide the Contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The Contracting Officer may direct disposition by any of the methods listed in subparagraphs (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instructions within the 90 day period shall be construed as direction under subparagraph (1)(3).

(1) The Contracting Officer shall give the Contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the Contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts, or services and that were on hand when such production or performance ceased.

(2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to retain items of special tooling or may request further negotiation of the offer. The Contractor agrees to enter into the negotiations in good faith. The net proceeds from the Contracting Officer's acceptance of the Contractor's retention offer shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer.

(3) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the Contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(4) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

(j) Storage or shipment. The Contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instructions in subparagraph (i)(1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as directed by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the Contractor incurs costs for authorized storage or shipment under this paragraph and is not otherwise compensated for, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(k) Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the Contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings
[Figures in percent]

Sharing arrangement

Contract type	Incentive (voluntary)		Program requirement (mandatory)	
	Concurrent and Instant future contract contract rate		Concurrent and Instant future contract contract rate	
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\	50/50	\1\	50/50 75/25 75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\	50/50	(\2\) 75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\	75/25	\3\	75/25 85/15 85/15

 \1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://FARSITE.HILL.AF.MIL/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

None

(End of Clause)

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Theodore Ptashkin, Code 3353

ADDRESS: Naval Surface Warfare Center Carderock Division, Purchase Branch, Philadelphia, 5001 South Broad St., Philadelphia, PA 19112-1403

TELEPHONE: 215-897-7596

SECTION J List of Documents, Exhibits and Other Attachments

List of Exhibits/Attachments

Exhibit A- Contract Data Requirements List, DD Form 1423

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was

placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

 Place of performance (street Name and address of owner and
 address, city, state, county, zip operator of the plant or facility
 code) if other than offeror or respondent

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **333923**.

(2) The small business size standard is **500 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

252.225-7006 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (MAR 1998)

a) Definitions. Caribbean Basin country end product, designated country end product, domestic end product NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as “U.S. made end products” but do not meet the definition of “domestic end product”:

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number)

(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number)

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

Insert line item number Insert country of origin

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

NAME: Theodore Ptashkin, Code 3353

ADDRESS: Naval Surface Warfare Center Carderock Division, Purchase Branch, Philadelphia, 5001 South Broad St., Philadelphia, PA 19112-1403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://FARSITE.HILL.AF.MIL/>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate

whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

***Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

PROPOSAL PREPARATION REQUIREMENT

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposal. Proposals shall be submitted as two separate documents, as follows:

<u>Documents</u>	<u>Original</u>	<u>Copies</u>
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	2

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(2) TECHNICAL PROPOSAL

The technical proposal shall not contain any cost/ pricing information. The technical proposal shall be page numbered. The offeror shall submit two (2) copies of the Technical Proposal. The Technical Proposal shall contain sufficient information to enable Government personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the Technical Proposal demonstrates the offeror's ability to understand and comply with the solicitation's requirements. Statements which paraphrase the specifications or attest that "standard procedures will be employed", are considered inadequate in demonstrating the offeror's actual capability of meeting the specification requirements. As a minimum, the offeror's Technical Proposal must clearly provide the following information:

- a. Experience: The offeror shall provide information which cites previous experience in the fabrication/repair of Marine type winchs within the past five (5) years.

For each contract, the contractor shall provide a narrative discussion of the work performed and a list that provides the following information:

1. Contract Number
 2. Customer/Agency
 3. Contracting Officer and Technical Point of Contact (names and phone numbers)
 4. Contract Type
 5. Award Price
 6. Period of Performance
 7. Contract Deliverables
 8. Contract Summary -- The contract summary shall provide a descriptive overview of the contract, not exceeding one page in length, including a discussion of actual performance under each contract listed, problems encountered and how they were resolved, timeliness of deliverables required, business relationships, and any other areas deemed necessary to provide insight into actual performance issues. Incomplete data may not be considered.
- b. Inspection System/ Procedures: The offeror shall demonstrate their ability to comply with required Inspection Systems and the various procedures listed under the Quality Assurance Requirements paragraph in Section C entitled "Description/ Specifications/ Work Statements".

SECTION M Evaluation Factors for Award

BASIS FOR AWARD

(a) Award will be made to that responsible offeror proposing the lowest price for supplies or services meeting the requirements of the solicitation.

(b) All proposals will be evaluated for technical acceptability. Proposals that do not conform to the requirements of the solicitation may be rejected without further evaluation, deliberation or discussion. The low priced, technically acceptable offer submitted by a responsible offeror will be awarded the contract.

(End of clause)